

177659



The Public Service Commission State of South Carolina

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COMMISSIONERS
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Chairman
G. O'Neal Hamilton, Fifth District
Vice Chairman
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David A. Wright, Second District
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Mignon L. Clyburn, Sixth District
C. Robert Moseley, At-Large

Legal Department
F. David Butler, General Counsel
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January 26, 2006

Mrs. Beatrice Weaver
1253 Harllees Bridge Rd.
Dillon, SC 29536

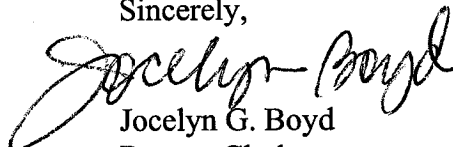
Dear Ms. Weaver:

This letter is in response to your Freedom of Information Act requests dated January 15, 2006. Please note that the Public Service Commission does not maintain records of informal complaints; please contact the Office of Regulatory Staff (ORS) for documentation regarding informal complaints involving Progress Energy. The Commission was restructured by Act No. 175 of 2004 and the Commission no longer investigates or maintains documentation regarding informal complaints. Any records the Commission maintained regarding informal complaints are now located in the ORS's office.

I have enclosed orders from Docket Numbers 2004-219-E and 2004-180-E and filings in Docket Number 2003-165-E. After receiving your request, I performed text searches on the Commission's Docket Management System (DMS). Please note that DMS is available for your perusal at www.psc.sc.gov. After you locate the site, click on "dockets" on the right-hand side of the screen and then click on "dockets/search" on the left-hand side of the screen.

I hope that this letter and the enclosed filings are responsive to your requests.

Sincerely,


Jocelyn G. Boyd
Deputy Clerk

cc: All Parties of Record

JB/ams

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NOS. 2004-180-E & 2004-219-E - ORDER NO. 2004-590

DECEMBER 1, 2004

IN RE: Docket No. 2004-180-E - Petition of Progress)	ORDER RULING ON
Energy Carolinas, Inc. for Waiver of R.103-)	PROCEDURAL
339(6) of the Commission's Regulations with)	MATTERS
Respect to One Customer.)	
)	
AND)	
)	
Docket No. 2004-219-E – Petition of Progress)	
Energy Carolinas, Inc. to Terminate Service.)	
)	

This matter comes before the Public Service Commission of South Carolina (the Commission), *inter alia*, by way of a request of Progress Energy Carolinas, Inc. (Progress Energy or the Company) to withdraw its Petition for Waiver of Commission Rule 103-339(6). Progress Energy states that it now has access to the meters on the Weaver property (which it did not have before) and the Company has permission from Beatrice Weaver for the Company to estimate bills for August and September, 2004. We grant withdrawal of the Petition for Waiver, based on good cause shown.

Accordingly, we deny Beatrice Weaver's request to consolidate Progress Energy's Petitions in Docket Nos. 2004-180-E and 2004-219-E, since we have now granted a withdrawal of the Petition in Docket No. 2004-180-E. See above.

Lastly, we grant Beatrice Weaver's request for a formal hearing on Progress Energy's Petition for Termination of Service (Docket No. 2004-219-E), the Answer to

the Petition, and the Counterclaim. A hearing seems reasonable to explore the issues in this rather complex matter.

This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:

/s/
Randy Mitchell, Chairman

ATTEST:

/s/
G. O'Neal Hamilton, Vice Chairman

(SEAL)

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2004-219-E - ORDER NO. 2004-589
DECEMBER 1, 2004

IN RE: Petition of Progress Energy Carolinas, Inc. to) ORDER
Terminate Service.) DENYING
) REQUEST
)

This matter comes before the Public Service Commission of South Carolina (the Commission) on the request filed by Beatrice Weaver in this Docket for a doubling of the normal time to prefile testimony. We deny the request. 26 S.C. Code Ann. Reg. 103-869 (C)(Supp. 2003) states that the Commission shall require any party of record to file copies of testimony and exhibits and serve them on all other parties of record within a specified time in advance of the hearing. In the present case, Mrs. Weaver has not stated good cause as to why the normal time to prefile testimony should be doubled. Accordingly, the request is denied.

This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:

/s/
Randy Mitchell, Chairman

ATTEST:

/s/
G. O'Neal Hamilton, Vice Chairman

(SEAL)

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2004-219-E - ORDER NO. 2004-595
DECEMBER 3, 2004

IN RE: Petition of Progress Energy Carolinas, Inc. to) ORDER
Terminate Service.)
)
)

This matter comes before the Public Service Commission of South Carolina (the Commission) on the Motion of Beatrice Weaver for a 3 month continuance of the December 9, 2004 hearing in this matter. The grounds for this motion are medical, as documented by letters from Ms. Weaver's physicians. Progress Energy Carolinas, Inc. (Progress Energy or the Company) opposes the continuance.

We grant the continuance, based on medical reasons as stated in the letters from Ms. Weaver's physicians. A hearing shall be held on March 10, 2005. Progress Energy has already prefiled its direct testimony in this matter. Ms. Weaver and any other parties of record shall prefile their direct written testimony on or before February 17, 2005. Rebuttal testimony shall be filed on or before February 28, 2005. Parties filing surrebuttal testimony shall prefile this testimony on or before March 3, 2005.

Further, Ms. Weaver shall serve her response to Progress Energy's interrogatory on Progress Energy on or before February 3, 2005.

In addition, by way of this Order, all parties are hereby notified that this Commission, absent the most exigent circumstances, will not grant any further

continuances in this Docket. By establishing a hearing date of March 10, 2005, all parties have been given ample and adequate notice to thoroughly prepare for the hearing.

This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:

/s/
Randy Mitchell, Chairman

ATTEST:

/s/
G. O'Neal Hamilton, Vice Chairman

(SEAL)

IN RE: Petition of Progress Energy Carolinas, Inc. to) ORDER DIRECTING
 Terminate Service) COMMISSION STAFF
) TO PREPARE LETTER

As the result of the Motion to Continue, Progress Energy through counsel has asked for more information in order for it to decide whether or not to oppose the Motion.

The questions posed are related to the nature of the carcinoma reported by Mrs. Weaver, the date and nature of the surgery associated with it, the type of treatment and duration of treatment to be performed in Durham, North Carolina, and information regarding the facility to be used for convalescent purposes in Arizona. We have considered the information sought, and we hold that obtaining the same information would allow this Commission to give every consideration to the merits of Mrs. Weaver's

request. We are therefore directing the Commission Staff to prepare a letter to Mrs. Weaver, which requests the information sought by Progress Energy.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Beatrice Weaver has filed a Motion to Continue the presently scheduled hearing in this Docket, which is set for March 10, 2005.

2. The grounds for the Motion include some details of a diagnosis and planned course of treatment, the treatment due to take place in part on the scheduled date of the hearing.

3. Progress Energy has filed a letter requesting more information as to the nature of the illness and the treatment therefore.

4. We believe that the Commission Staff should prepare a letter to Mrs. Weaver requesting the information sought by Progress Energy, so that this Commission may give every consideration to the merits of Mrs. Weaver's Motion to Continue.

ORDER

The Commission Staff shall prepare a letter to Mrs. Beatrice Weaver requesting the information sought by Progress Energy, so that this Commission may give every consideration to the merits of Mrs. Weaver's Motion to Continue.

This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:

/s/
Randy Mitchell, Chairman

ATTEST:

/s/
G. O'Neal Hamilton, Vice Chairman

(SEAL)

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2004-219-E - ORDER NO. 2005-111
MARCH 14, 2005

IN RE: Petition of Progress Energy Carolinas, Inc. to) ORDER GRANTING
Terminate Service.) CONTINUANCE

This matter comes before the Public Service Commission of South Carolina (the Commission) on the Motion of Mrs. Beatrice Weaver to continue the March 10, 2005, hearing in this Docket, due to a diagnosis of a carcinoma, and due to Mrs. Weaver being in Durham, North Carolina on the hearing date to receive radiation treatment for the condition. Pursuant to Order No. 2005-96, the Commission Staff prepared a letter seeking further details with regard to the nature of Mrs. Weaver's illness and its treatment so that the Commission could give every consideration to the merits of her Motion.

Although complete details were not provided, a reply to the Commission Staff's letter was received from Alan Green, MSW, LCSW of the Duke University Health System. With Mrs. Weaver's permission, Mr. Green confirmed that Mrs. Weaver was undergoing radiation treatment for carcinoma at Duke University and had been since December, 2004. Further, Mr. Green noted that this treatment would end on or about May 2, 2005, but that on the hearing date set herein, Mrs. Weaver would still be a radiation treatment patient at Duke.

Further, in a document submitted by Mrs. Weaver on or about March 4, 2005, Mrs. Weaver requested that the hearing be continued for some ninety (90) days, to on or about June 10, 2005, or preferably to the second part of June, 2005, due to the medical prognostications filed with the Commission.

Considering these submissions, we agree that the “exigent circumstances” standard set by us in Order No. 2004-595 has been met, and the hearing should be continued until some time in June, as suggested by Mrs. Weaver. However, because of the many delays in adjudication of this case, we believe that further continuances will only be granted under further exigent circumstances.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Mrs. Beatrice Weaver has filed a Motion for Continuance of the hearing in this case.
2. Pursuant to a letter sent by Commission Staff, a letter was received from Duke University Hospital personnel, which states *inter alia* that Mrs. Weaver will be in Durham undergoing radiation therapy for a carcinoma on March 10, 2005, the hearing date.
3. This meets the “exigent circumstances” standard for a continuance, set by us in Order No. 2004-595.
4. As per Mrs. Weaver’s request, the hearing shall be continued past March 10, 2005, and shall be set for some appropriate time in June 2005.
5. Further continuances will only be granted under further “exigent circumstances,” because of the delays in the adjudication of this case.

ORDER

The March 10, 2005 hearing is continued until a time to be set by the Commission Staff in June, 2005. No further continuances shall be granted absent further exigent circumstances. This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:

/s/
Randy Mitchell, Chairman

ATTEST:

/s/
G. O'Neal Hamilton, Vice Chairman

(SEAL)

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2004-219-E - ORDER NO. 2005-628
OCTOBER 31, 2005

IN RE: Petition of Progress Energy Carolinas, Inc. to Terminate Service.))))	ORDER GRANTING REQUEST TO WITHDRAW PETITION WITHOUT PREJUDICE
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This matter comes before the Public Service Commission of South Carolina (the Commission) on the request of Progress Energy Carolinas, Inc. (PEC or the Company) to withdraw the Company's Petition to Terminate Service in the instant docket. This proceeding was established upon the filing of a petition by PEC on August 4, 2004, to terminate electric service to three electric service accounts at 1253 Harlees Bridge Road, Little Rock, South Carolina, under the names of Gary Weaver, Beatrice Weaver, and Renaissance International, Inc.

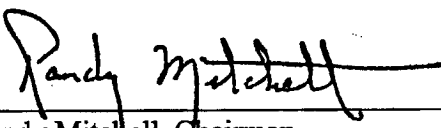
On October 17, 2005, PEC filed a request with the Commission seeking to withdraw its Petition to Terminate Service. According to PEC, the problems that motivated the Company to file the petition in August, 2004, are no longer an issue; therefore, PEC wishes to withdraw its petition. At present, a hearing is scheduled in this matter for December 14, 2005. In light of the Company's withdrawal of its petition, PEC requests that the Commission cancel the hearing as it is no longer necessary.

After consideration of the representations of the Company, we find that the requested relief should be granted.

IT IS THEREFORE ORDERED THAT:

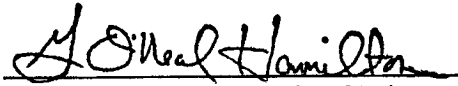
1. Progress Energy Carolinas, Inc.'s Petition to Terminate Service is hereby withdrawn without prejudice.
2. The hearing presently scheduled in this matter for December 14, 2005, is hereby cancelled.
3. This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:



Randy Mitchell, Chairman

ATTEST:



G. O'Neal Hamilton, Vice Chairman

(SEAL)

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2004-219-E - ORDER NO. 2005-744
DECEMBER 16, 2005

IN RE: Petition of Progress Energy Carolinas, Inc. to) ORDER RULING ON
Terminate Service.) VARIOUS REQUESTS
) AND ESTABLISHING
) HEARING

This matter comes before the Public Service Commission of South Carolina (the Commission) on certain requests in this Docket filed by Ms. Beatrice Weaver.

By letter received in the Commission Offices on November 22, 2005, Ms. Weaver made certain requests with regard to this Commission's Order No. 2005-628, which, according to Commission records, was received by Ms. Weaver via certified mail on November 1, 2005. As to those requests of Ms. Weaver which ask for reconsideration of issues addressed in Order No. 205-628, said requests are untimely as per S.C. Code Ann. Section 58-27-2150, and must therefore be denied. As for other issues raised by Ms. Weaver in that letter, namely 1) which gate Progress Energy may use to access her electric meters, and 2) what mailing procedures Progress used in service of its Withdrawal of its Petition, such issues would more appropriately be addressed to Progress Energy Carolinas, Inc. (Progress Energy), rather than to this Commission.

In regard to Ms. Weaver's follow-up letter of November 25, 2005, received by this Commission on December 1, 2005, Ms. Weaver requested that the Chief Clerk of

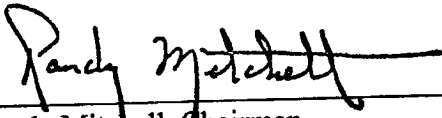
this Commission issue instructions to Progress Energy to install an electric meter at her residence at 1253 Harllees Bridge Road (in Dillon, South Carolina), and to open an account in her name and supply her with electricity, no later than December 15, 2005. Since the Chief Clerk of this Commission does not have the authority to take such action, Ms. Weaver's request has been construed as a request for this Commission to take the requested action.

By letter filed on December 9, 2005, Progress Energy provided its perspective on the previous discontinuance of Ms. Weaver's electric service at her residence. Progress Energy also contested her request to reenergize electric service at her house until the debt for unpaid electric bills at the premise is paid, stating that Ms. Weaver maintains active electric service accounts for two separately-metered buildings on her property and that she is not facing disconnection for non-payment because she lacks the means to pay the electric bill in question. As such, this request is a contested matter and should be scheduled for hearing at a time consistent with the Commission's current schedule.

We have considered this matter, and, upon reflection, we hereby instruct the Commission Staff to schedule a hearing as soon as possible on this matter in 2006, consistent with the Commission's current schedule. In order to facilitate Ms. Weaver's participation in such a hearing and due to previous statements that she has made regarding travel difficulties, Staff shall explore the possibility of arranging for her participation in the hearing by video conference hook-up in order to facilitate her participation in the proceedings.

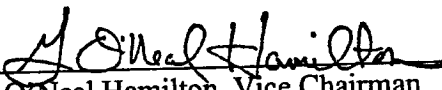
This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:



Randy Mitchell, Chairman

ATTEST:



G. O'Neal Hamilton, Vice Chairman

(SEAL)

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2004-180-E - ORDER NO. 2004-587
November 30, 2004

IN RE: Petition of Progress Energy Carolinas, Inc. for) ORDER
Waiver of R.103-339(6) of the Commission's) GRANTING
Regulations with Respect to One Customer.) WAIVER
)

This matter comes before the Public Service Commission of South Carolina (the Commission) on the petition of Progress Energy Carolinas, Inc. (Progress Energy or the Company) for waiver of 26 S.C. Code Ann. Regs. 103-339(6) as to customer, Beatrice Weaver. Progress Energy notes in its Petition that Regulation 103-339(6) requires that "Each electrical utility shall not send a customer an estimated bill, except for good cause, where the meter could not be read or was improperly registering. In no instance will more than one estimated bill be rendered within a 60-day period, unless otherwise agreed to by the customer."

Progress Energy states that it and its meter reading contractor have encountered difficulties gaining access to the property of the Weavers for the purpose of monthly meter readings. Mrs. Weaver owns the 10 acre tract of land. The Company notes that on some meter reading dates, the gates are locked and no one responds to telephone calls. On other occasions, the gates are open, but the meter readers are verbally accosted by Mr. or Mrs. Weaver, and are forced to leave the property without reading the meters. Mrs. Weaver has also apparently threatened to swear out warrants for trespassing against any meter readers who enter the property. According to Progress Energy, these problems have necessitated a number of estimated meter readings. Because of these and other problems,

Progress Energy is asking for a waiver of Regulation 103-339(6) to allow for one or more estimated meter readings, if necessary.

Beatrice Weaver has now agreed to allow billing based on estimates instead of actual meter readings.

Commission Regulation 103-301(3)(1976) states that where compliance with a regulation introduces unusual difficulty, such regulation may be waived by the Commission upon a finding by the Commission that such waiver is in the public interest. We believe that compliance with the Regulation by Progress Energy in the present scenario definitely introduces unusual difficulty, because of the various barriers to meter reading erected by the Weavers. We certainly believe the Regulation should be waived as being in the public interest, especially since Mrs. Weaver has now agreed to allow billing based on estimates. Accordingly, the waiver is granted.

This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

/s/
Randy Mitchell, Chairman

ATTEST:

/s/
G. O'Neal Hamilton, Vice Chairman

(SEAL)

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NOS. 2004-180-E & 2004-219-E - ORDER NO. 2004-590

DECEMBER 1, 2004

IN RE: Docket No. 2004-180-E - Petition of Progress)	ORDER RULING ON
Energy Carolinas, Inc. for Waiver of R.103-)	PROCEDURAL
339(6) of the Commission's Regulations with)	MATTERS
Respect to One Customer.)	
)	
AND)	
)	
Docket No. 2004-219-E – Petition of Progress)	
Energy Carolinas, Inc. to Terminate Service.)	
)	

This matter comes before the Public Service Commission of South Carolina (the Commission), *inter alia*, by way of a request of Progress Energy Carolinas, Inc. (Progress Energy or the Company) to withdraw its Petition for Waiver of Commission Rule 103-339(6). Progress Energy states that it now has access to the meters on the Weaver property (which it did not have before) and the Company has permission from Beatrice Weaver for the Company to estimate bills for August and September, 2004. We grant withdrawal of the Petition for Waiver, based on good cause shown.

Accordingly, we deny Beatrice Weaver's request to consolidate Progress Energy's Petitions in Docket Nos. 2004-180-E and 2004-219-E, since we have now granted a withdrawal of the Petition in Docket No. 2004-180-E. See above.

Lastly, we grant Beatrice Weaver's request for a formal hearing on Progress Energy's Petition for Termination of Service (Docket No. 2004-219-E), the Answer to

the Petition, and the Counterclaim. A hearing seems reasonable to explore the issues in this rather complex matter.

This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:

/s/
Randy Mitchell, Chairman

ATTEST:

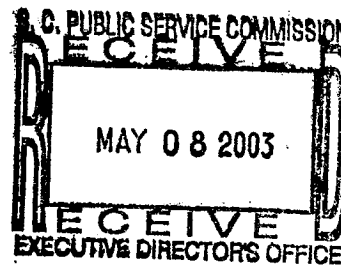
/s/
G. O'Neal Hamilton, Vice Chairman

(SEAL)

Marion L. Andrews
P O Box 1813
Darlington, SC 29540

May 6, 2003

Mr. Gary Walsh
S. C. Public Service Commission
P O Drawer 11649
Columbia, SC 29211



Dear Mr. Walsh:

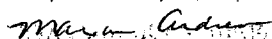
Please find enclosed a petition from 18 electrical power subscribers of Progress Energy, formerly CP&L, requesting a change of electrical provider to Pee Dee Electric Cooperative, Inc. These accounts include 2 business accounts with the rest residential customers. These subscribers represent a contiguous block of power users that can easily be converted to the requested electrical provider. All of these homes are located on or near the Lamar Hwy in Darlington, SC at the end of the Progress Energy power run. Pee Dee Electric Cooperative is supplying power within feet of the block of houses.

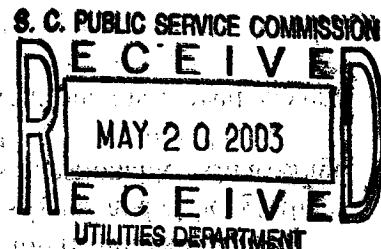
The reason for this request is what we feel is excessive power interruptions over numerous years. Progress Energy has been made aware of this issue, and although they say they have made some effort, our power reliability remains questionable. On average, we experience power interruptions every 3 months and more frequently in bad weather. Our power service is seriously affected by no apparent weather problems as well as very mild weather conditions. We have to watch our neighbors only a few feet away with full electrical service while we wait without power for Progress Energy to respond. This can sometimes be hours. The last interruption lasted 10 hours for most and 12 hours for a few.

Our list of people contains 4 elderly people that live by themselves, so this is a safety issue for them.

Thank your for your consideration in this matter.

Sincerely;


Marion Andrews



cc: Mike Knight, Progress Energy
Robert Williams, Pee Dee Electric Cooperative

Dear S.C. Public Service Commission,

Currently my electrical utility supplier is Progress Energy (CP&L). I live in an area on or near Lamar Highway in Darlington, SC that has experienced and continues to experience a high rate of power interruptions for over 20 years. Some of these outages occur with no apparent weather problem. Some occur with mild weather conditions that do not affect our neighbors' power. They generally last several hours.

Despite continued requests over numerous years for Progress Energy to address this problem, our outage rate continues to be high.

I am requesting through my signature below to change my electrical utility supplier to Pee Dee Cooperative.

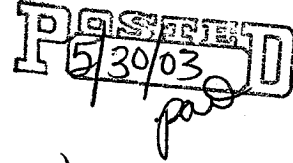
Name or Business (print)	Address	Signature	Date
MARION L. ANDREWS	1208 LAMAR HWY	Marion L. Andrews	5/3/03
MARION L. ANDREWS	1220 LAMAR HWY	Marion L. Andrews	5/3/03
Richard Johnson	1166 LAMAR HWY	Richard Johnson	5-3-03
RUDELL SANSBURY	1149 STRALUSE ST.		5/3/03
Melissa Maddock	613 Tami Dr	Melissa Maddock	5/3/03
Kimberly M Hubbard	1202 Lamar Hwy	Kim Hubbard	5/3/03
Jimmy O'NEAL	1308 LAMAR HWY	Dr. Little	SC 5-3-03
Jimmy O'NEAL	1316 LAMAR HWY	Darlington	5-3-03
Jimmy O'NEAL	1324 LAMAR HWY	Darlington	SC 5-3-03
J. E. O'Neal	1244 Lamar Hwy.	Darlington, S.C.	295
BASCOM ANDREWS	1220 LAMAR HWY	DARL. SC.	5-3-03
ALLARD DENNIS	1228 LAMAR HWY	Greenville	5/3/03
Carroll Jafford	1234 Lamar Hwy	Darlington	SC 29532-5306
Margaret Marie Waddell	1236 Lamar Hwy.	Darlington	S.C. - 295 5/3/03
Colin L. Huggins	1148	LAMAR HWY	Darlington

Currently my electrical utility supplier is Progress Energy (CP&L). I live in an area on or near Lamar Highway in Darlington, SC that has experienced and continues to experience a high rate of power interruptions for over 20 years. Some of these outages occur with no apparent weather problem. Some occur with mild weather conditions that do not affect our neighbors' power. They generally last several hours.

I am requesting through my signature below to change my electrical utility supplier to Pee Dee Cooperative.

Name or Business (print)	Address	Signature	Date
Robert Bell	1232 Lamar Hwy	Robert Bell	5-04-03
Hair Studio	1232 Lamar Hwy	Robert Bell	5-04-03
Erin W. Britt	1240 Lamar Hwy		5-04-03
Wayne J. Carter	1152 Lamar Hwy		5-4-03

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2003-165-E



IN RE: Residents near Lamar Highway in Darlington, SC)
Complainants/Petitioners)
vs.) NOTICE
Progress Energy and Pee Dee Electric Cooperative, Inc.)
Defendants/Respondents)

**TO: PROGRESS ENERGY AND PEE DEE ELECTRIC
COOPERATIVE, INC.**

PLEASE TAKE NOTICE that you are hereby required, pursuant to R.103-837 and R.103-841 of the Commission's Rules of Practice and Procedure, to answer the allegations contained in the Complaint filed herein, a copy of which is herewith served upon you, and further to serve a copy of your Answer to said Complaint upon *Mr. Marion Andrews, Post Office Box 1813, Darlington, SC 29540*; and to file your answer with certification of service with the undersigned, within thirty (30) days after the service hereof, exclusive of day of such service, and if you fail to answer the Complaint within the time aforesaid, the Complainant(s) may apply to the Commission for the relief demanded in the Complaint.

Gary E. Walsh
Executive Director
Public Service Commission of SC
Post Office Drawer 11649
Columbia, SC 29211

05-29-03



Pee Dee Electric Cooperative, Inc.

POSTED
6/6/30

ACCEPTED
Legal 20B 6-13-03

S. C. PUBLIC SERVICE COMMISSION
RECEIVED
JUN 16 2003
RECEIVED
UTILITIES DEPARTMENT

S. C. PUBLIC SERVICE COMMISSION
RECEIVED
JUN 13 2003
RECEIVED
EXECUTIVE DIRECTOR'S OFFICE

June 6, 2003

Gary E. Walsh
Executive Director
Public Service Commission of South Carolina
P.O. Drawer 11649
Columbia, S.C. 29211

Re: Residents near Lamar Highway in Darlington, SC versus Progress Energy and Pee Dee Electric Cooperative, Inc.
Docket No.: 2003-165-E

Dear Mr. Walsh,

Pee Dee Electric Cooperative is in receipt of the Notice issued by you on behalf of the South Carolina Public Service Commission relative to the above-referenced Petition.

Pee Dee Electric Cooperative does not have information sufficient to address the merits of the subject Petition. Pee Dee Electric Cooperative therefore takes no position on the Petition. Pee Dee Electric Cooperative does, however, have in place the infrastructure necessary to provide reliable electric power to the petitioners. Pee Dee Electric Cooperative can and will comply should the Commission direct it to serve the territory that is the subject of the Petition.

PEE DEE ELECTRIC COOPERATIVE, INC.

E. LeRoy Nettles, Jr.

E. LeRoy Nettles, Jr.
Vice President, Legal Affairs

cc. Mr. Marion Andrews
P.O. Box 1813
Darlington, S.C. 29540

Corporate Headquarters
1355 East McIver Road
PO Box 491
Darlington, SC 29540
843-665-4070
Fax 843-669-7931

District Office
1811 North 501 Bypass
PO Box 683
Marion, SC 29571
843-423-3932
Fax 843-423-7416

www.peedeelectric.com

Len Anthony, Esquire
Progress Energy
P.O. Box 1551
PEB 17A4
Raleigh, North Carolina 27602



BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO.: 2003-165-E

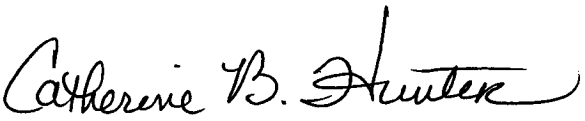
IN RE: Residents near Lamar Highway)	
in Darlington, SC)	
Complainants/Petitioners)	
)	
vs.)	CERTIFICATE OF
)	SERVICE BY MAIL
Progress Energy and)	
Pee Dee Electric)	
Cooperative, Inc.)	
<u>Defendants/Respondents</u>)	

PERSONALLY APPEARED BEFORE ME, Catherine B. Hunter, who, first being duly sworn, deposes and says: That she is an executive assistant at Pee Dee Electric Cooperative, Inc.; that on the 9TH day of JUNE, 2003, a copy of the Response of Pee Dee Electric Cooperative, Inc., dated June 9, 2003, was placed in an envelope, with first-class postage prepaid, and mailed to:

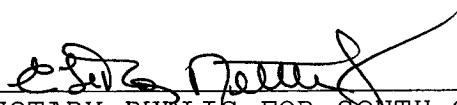
Gary E. Walsh
Executive Director
Public Service Commission of South Carolina
PO Drawer 11649
Columbia, SC 29211

Len S. Anthony, Esquire
Progress Energy
PO Box 1551
PEB 17A4
Raleigh, N.C. 27602

Marion Andrews
PO Box 1813
Darlington, SC 29540

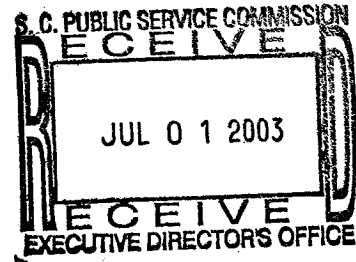

Catherine B. Hunter

SWORN to before me this
9TH day of JUNE, 2003.


_____(L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 1/15/07.

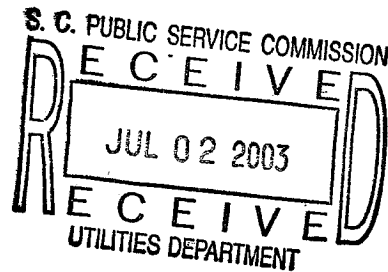


AKW
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P.R.



June 30, 2003

Honorable Gary E. Walsh, Director
Public Service Commission of South Carolina
P. O. Drawer 11649
Columbia, South Carolina 29211



Re: SC PSC Docket No. 2003-165-E

Dear Mr. Walsh:

Enclosed please find the original and ten (10) copies of Progress Energy Carolinas, Inc.'s ("PEC") Answer and Motion to Dismiss in the above docket.

Yours very truly,

Len S. Anthony /at

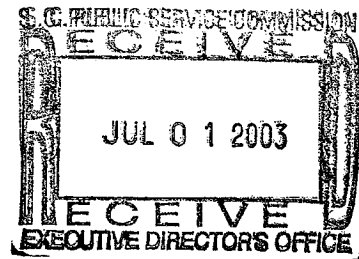
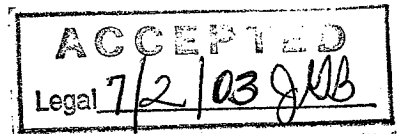
Len S. Anthony
Manager - Regulatory Affairs

GAC:at
Enclosure

See
206163

1-GEW/de

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2003-165-E
JUNE 30, 2003

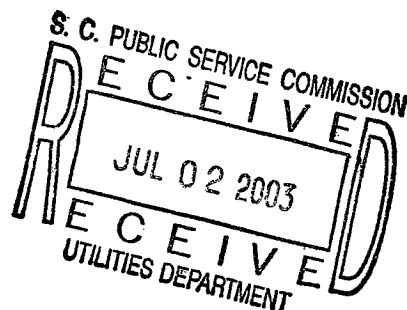


IN RE: Residents near Lamar Highway in)
Darlington, SC)
Complainants/Petitioners)
vs.) PROGRESS ENERGY'S ANSWER
Progress Energy Carolinas, Inc.,) AND MOTION TO DISMISS
Defendant/Respondent)

1. Pursuant to South Carolina Public Service Commission ("The Commission") Rules 103-837, 103-840, and 103-841 and the Commission's Notice dated May 29, 2003, Progress Energy Carolinas, Inc. ("PEC") files this Answer to the Complaint dated May 6, 2003 in the above Docket.

MOTION TO DISMISS

1. PEC moves the Commission to dismiss the Complaint on the grounds that the Complainant has failed to satisfy the requirements for changing the electric supplier of the premises in question from PEC to Pee Dee Electric Cooperative, Inc., as set forth in S.C. Code Ann. § 58-27-660 ("Supplier may furnish service in area served by another").



FIRST DEFENSE

1. As to Paragraph 1 of the Complaint, PEC admits sentences #1, 2, and 4; PEC denies sentence #3; PEC lacks sufficient information to admit or deny sentence #5.
2. PEC denies Paragraph 2 of the Complaint.
3. PEC lacks sufficient information to admit or deny Paragraph 3 of the Complaint.
4. PEC admits Paragraph 4 of the Complaint.

SECOND DEFENSE

1. The Complainant (Mr. Marion L. Andrews) and the other Petitioners are served by PEC's Highway 151 23KV overhead distribution feeder out of the Darlington substation. They are located in a contiguous neighborhood along U.S. Highway 401 (a.k.a. Lamar Highway) near the end of this feeder.
2. The Complainant/Petitioners have experienced nine outages since January 1, 2002. A table indicating the dates, duration, and causes of these outages is included as Exhibit 1.
3. As indicated in Exhibit 1, four of these nine outages are attributable to system damage from major storms, one to a vehicle accident, and one to a tree falling across the line during high winds. Such acts of God are coincidental, are beyond the control of PEC, and typically affect other electric suppliers (and their customers) in much the same way as they do PEC.
4. Of the remaining three outages in Exhibit 1, one was a 22-minute planned outage for repair of damaged overhead conductor. The other two outages were the result of

unforeseen problems with PEC's equipment (e.g. a blown tap line fuse and a substation lockout caused by a problem on another feeder served from the substation).

5. A review of PEC's accounting records for the Petitioners shows that only Mr. Andrews and Petitioner Melissa Maddock have called PEC to complain about frequent outages or power quality problems. Mr. Andrews has called three times (5/9/99, 5/3/00, and 5/14/03), and Ms. Maddock has called twice (6/4/99 and 11/9/00). In each case PEC took the appropriate action. These five telephone calls and the resulting actions are detailed in Exhibit 2.
6. Since mid-2000, PEC has made a significant investment in the Lamar Highway area, including installation of equipment (pole replacements, additional lightning arrestors, additional fuses at six locations to reduce exposure and limit number of affected customers during outages) and has done significant tree clearing and trimming from Highway 151 Bypass to the end of the line on Lamar Highway, to further improve the reliability of this feeder.
7. Since receiving the Complaint and Petition, PEC has taken the following actions:
First, PEC has communicated personally with each of the Petitioners and with other residents in the neighborhood to let them know that we take their concerns seriously, and to discuss our plans for improving reliability.
8. Secondly, Mr. Gregory A. Disher, PE, PEC's Manager of Distribution Operations for the Hartsville area, invited Mr. Andrews to visit PEC's Hartsville Operations Center to see how PEC performs its daily operations, and to create an opportunity to discuss Mr. Andrews' concerns face-to-face. The visit took place on May 23, 2003, and PEC believes it was constructive and beneficial to both parties. Mr. Disher offered at the

time to hold an open meeting in the Lamar Highway community to field questions and share information with concerned customers, but Mr. Andrews subsequently declined that opportunity.

9. Lastly, PEC is implementing additional improvements in the Lamar Highway area to improve reliability of service and reduce the duration of outages when they occur.

These improvements include:

- (1) Supplying electricity to the affected area through a new 23KV circuit to be constructed along Lamar Highway from the Bi-Lo store to serve those customers presently fed from Syracuse Street. The new route will have considerably less exposure to trees, and the customers between the intersection of Lamar Highway and Indian Branch Road will have an alternate source feed in the event of an extended outage that is initiated southwest of the Hwy 151 Bypass.
- (2) Installing additional protection equipment to reduce the number of outages caused by temporary faults on the line that serves the area;
- (3) Expanded tree trimming to reduce potential faults that could cause a breaker lockout affecting all customers, and also the customers beyond existing and proposed sectionalizing devices. This work is presently underway, beginning at the substation, and it will proceed to the end of the feeder.
- (4) Using other Progress Energy equipment and personnel resources in the region to bolster response if and when outages occur.

10. Additionally, PEC has begun conducting an infrared scan of the main power line that serves the area to identify potential equipment problems that cannot be seen with the

naked eye. Any problems will be repaired immediately. PEC will also continue to monitor the progress made in reducing outages after these enhancements are made.

THIRD DEFENSE

1. Provision 12 ("CONTINUANCE OF SERVICE AND LIABILITY THEREFORE") of PEC's Service Regulations, on file with and approved by the Commission, and included here as Exhibit 3, states in part:

"Company does not guarantee continuous service but shall use reasonable diligence at all times to provide an uninterrupted supply of electricity and having used reasonable diligence shall not be liable to Customer for damage, for failure in, or for interruptions or suspensions of, the same."

2. S.C. Code Ann. § 58-27-660 (2) states in part that "The Public Service Commission shall have the authority and jurisdiction...to order any electric supplier...to furnish electric service to any consumer who desires service from such electric supplier at any premises being served by another electric supplier...upon a finding that service to such consumer...is or will be inadequate or undependable, and cannot or will not be made adequate and dependable within a reasonable time..."
3. Most of the outages affecting the Complainant and Petitioners over the past two years have been attributable to causes beyond PEC's control. Regarding the remaining outages, as explained above, PEC has responsibly responded to all customers' service complaints after each complaint, appropriate steps were taken to address the problem and steps are and will be taken to further enhance the reliability of service for the area in question.

WHEREFORE, PEC requests that the Commission dismiss the Complaint.

Respectfully submitted this the 30th day of June, 2003.

PROGRESS ENERGY CAROLINAS, INC.

Len S. Anthony /at

Len S. Anthony

Manager – Regulatory Affairs

410 S. Wilmington Street / PEB 17A4

Raleigh, North Carolina 27602-1551

Tel: (919) 546-6367

Fax: (919) 546-2694

EXHIBIT 1:**ELECTRIC POWER OUTAGES AFFECTING PETITIONERS SINCE 1/1/02**

DATE	TIME OUT	TIME RESTORED	DURATION (Minutes)	CAUSE
8/17/02	2:19 p.m.	6:48 p.m.	269 ¹	Thunderstorm damage
10/12/02	12:58 p.m.	1:40 p.m.	41	Substation lockout due to problem on another feeder
11/3/02	2:21 p.m.	3:16 p.m.	54	Tap line fuse blown
12/4/02	3:21 p.m.	3:43 p.m.	22	Planned outage for repairs
12/5/02	4:56 a.m.	7:10 a.m.	133	Major ice storm—tree fell on feeder
5/2/03	6:46 p.m.	6:53 p.m.	7	Severe storm—feeder lockout
5/3/03	7:11 p.m.	4:23 a.m.	551 ²	Severe storm—transformer failure
6/6/03	10:06 a.m.	3:37 p.m.	330 ³	Vehicle broke pole
6/7/03	8:49 p.m.	9:28 p.m.	39	High wind felled tree on line

¹A severe thunderstorm caused considerable damage in the Hartsville and Darlington area, leaving 5832 customers (14.2% of PEC's customers in the area) without power. PEC had to bring in outside crews to assist in the restoration efforts. Mr. Andrews and other petitioners, being at or near the end of the feeder, were unfortunately among the last to be restored, because all the damages between them and the substation had to be repaired before power could reach them.

²This outage was the result of a major storm that caused widespread damage to PEC's system, and caused 36,085 customers in the Florence, Hartsville, Rockingham (NC), and Southern Pines (NC) areas (approximately 19% of all PEC customers in those areas) to lose power. The storm and the restoration effort covered a span of some 16 hours (from 6:07 a.m. on May 2 to 10:20 a.m. on May 3). Service to Mr. Andrews was restored as quickly as possible under the circumstances. According to our records, his power was out from 7:11 p.m. on May 2 until 4:23 a.m. on May 3.

³An eighteen-wheeler truck broke a 40-foot utility pole, bringing down telephone cables and electrical wires, transformers, and other electrical equipment. The resulting outage initially affected 289 customers, but the PEC crew responding to the emergency was able to restore power to 226 of those customers within half an hour. Only 5 customers experienced the full 5:51 outage.

EXHIBIT 2: COMPLAINT CALLS RECEIVED BY PEC FROM COMPLAINANT AND PETITIONERS REGARDING FREQUENT OUTAGES

DATE	CALLER	SUMMARY OF CALL	ACTION TAKEN
5/9/99	Marion Andrews	Concerned about frequent outages, wanted to speak with engineer	PEC returned customer's call, and had serviceman and service coordinator (Odell Byrd) investigate, which he did; Byrd talked with customer about plans to install arrestors and cutouts
6/4/99	Melissa Maddock	Called to discuss outages, wanted to know if problem can be fixed	Told customers of pending plans to add cutouts and arrestors per conversation with Marion Andrews; had Odell Byrd call customer; he left message.
5/3/00	Marion Andrews	Complained of frequent outages, wanted line checked, wanted call back with PEC's findings	Determined that outages in question were due to storms; referred the matter to Mike Knight, power quality engineer, who determined need to install additional cutouts and limiting fuses. Mike Knight spoke with customer about the plan, and called customer to tell him when the work order had been released. Mr. Andrews expressed satisfaction with PEC's response.
11/09/00	Melissa Maddock	Wanted someone to look into cause of frequent outages	Assigned Mike Knight to investigate the inquiry.
5/14/03	Marion Andrews	Mrs. Andrews called Mike Knight about power quality problems.	They discussed setting up a meeting when Mr. Andrews returned from out-of-town trip.

SERVICE REGULATIONS

1. SERVICE AGREEMENT

- (a) Description: The Service Agreement (hereinafter sometimes termed "Agreement") shall consist of (1) Company's form of Application for Supply of Electricity, when signed by Customer and accepted by Company, (2) the applicable Schedule and Riders and (3) these Service Regulations, and all changes, revisions, alterations therein, or substitutions therefor lawfully made; provided that when the requested supply of electricity (1) is for residential uses or (2) is for other uses when the Customer's contract demand (a) is initially not more than 200 kW or (b) does not require an increase in Company's facilities when the demand increases above 200 kW, and (3) when no extra charges for installation or other special contractual provisions are involved, the Customer's application and the Company's acceptance thereof may be verbal, and in such event the Company's applicable Schedule, Riders and these Service Regulations shall be effective in the same manner as if Company's form of Application for Supply of Electricity had been signed by Customer and accepted by Company. Such a verbal Service Agreement shall be conclusively presumed, when there is no written application by a Customer accepted in writing by the Company, if electricity supplied by the Company is used by Customer or is used on Customer's premises.
- (b) Application of Service Regulations and Schedules: All Service Agreements in effect at the time of the approval hereof or that may be entered into in the future, are made expressly subject to these Service Regulations, and subject to all applicable Schedules and Riders, and any changes therein, substitutions therefor, or additions thereto lawfully made.
- (c) Selection of Optional Schedules: Where two or more rate schedules and/or riders are available, Company will attempt to assist Customer to a reasonable extent in determining which rate schedule and/or rider to select. It is the Customer's right and responsibility to select the available rate and/or rider. The Company will not assume responsibility for this choice since the control of the electric usage is under Customer's ultimate control.
- (d) Conflicts: In case of conflict between any provision of a Schedule or Rider and of these Service Regulations, the provision of the Schedule or the Rider shall prevail.
- (e) Transfer of Agreement: A Service Agreement between the Company and Customer may be transferred and assigned by the Customer to any person, firm, or corporation purchasing or leasing and intending to continue the operation of the plant or business which is being served under such Agreement, subject to the written approval of the Company. The Company will grant such approval upon being reasonably satisfied that the assignee will fulfill the terms of the Agreement and if, at Company's option, a satisfactory guarantee for the payment of bills is furnished by assignee.
- (f) Suspension of Billing Under Agreement at Customer's Request: If Customer is temporarily unable to take the electricity contracted for due to physical destruction of or damage to his premises, Company will, upon written request of Customer, and for a period reasonably required to replace or repair such premises, suspend billing under the Agreement effective with the beginning of the next ensuing billing period. However, if Customer desires to use electricity in a lesser amount than the minimum provided in the Agreement it will be supplied and billed under Company's Schedule and Riders applicable to his use.

The Service Charge and any temporary service charges for electric service to temporary facilities will not be applied when Company's construction costs of such construction do not exceed a reasonable amount or to reestablish permanent electric service. A residential or small nonresidential customer, following the physical destruction of his premises from a natural disaster, may also suspend or terminate area lighting service within the initial contract period without incurring early termination charges.

If Customer will be using less than one-half of his Contract Demand during a period of suspended operations for at least three consecutive months but no longer than twelve consecutive months, and upon written request by Customer, the Billing Demand shall be the maximum kW registered during the current billing month under the Schedules and Riders effective for the reduced usage. When Customer's load regularly falls below one-half of his Contract Demand, such operations shall not be considered as suspended operations.

During the initial twelve months of service, Customer's monthly bills will be rendered under the most advantageous available Schedule and Rider, except that once a bill is rendered under the Schedule and Rider(s) specified in the Service Agreement, service will thereafter be provided only under that Schedule and Rider. The Contract Demand will be excluded from the determination of the Billing Demand and Availability provisions of the Schedule during this initial period.

- (g) Termination of Agreement at Customer's Request: If Customer desires to terminate the Agreement, Company will agree to such termination if Company is satisfied that Customer no longer has use for electricity at the premises and all bills for electricity previously rendered have been paid, and provided that Customer pays to Company, for standard facilities, a termination charge equal to (1) for Customers served from Company's distribution system the loss in salvage of the facilities used to serve the Customer less the greater of (a) 20 percent of the loss in salvage for each full year that such facilities shall have been in service or (b) 20 percent of each full year's revenue that such facilities shall have been in service; (2) for Customers served from Company's transmission system, the loss in salvage of the facilities used to serve the Customer less the greater of (a) 10 percent of the loss in salvage for each full year that such facilities shall have been in service or (b) 10 percent of each full year's revenue that such facilities shall have been in service. Company may waive the foregoing provision if Company has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to Company for the supply of electricity for a term not less than the unexpired portion of Customer's Agreement.
- (h) Company's Right to Terminate or Suspend Agreement: Company, in addition to all other legal remedies, may either terminate the Agreement or suspend delivery of electricity to Customer for (a) any default or breach of Agreement by Customer, (b) fraudulent or unauthorized use of electricity or use in such manner as to circumvent Company's meter, (c) failure to pay bills when due and payable or failure to restore deposit within the specified period or, (d) in case of a condition on Customer's side of the point of delivery actually known by Company to be, or which Company reasonably anticipates may be, dangerous to life or property. No such termination or suspension, however, will be made by Company without twenty-four hours' written notice (or such written notice as required by the state regulatory authority) delivered to Customer personally or by mail, stating in what particular the Agreement has been violated, except that no notice need be given in instances set forth in (b) and (d) above.

Failure of Company to terminate the Agreement or to suspend the delivery of electricity at any time after the occurrence of grounds therefor or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect Company's right later to resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

Any suspension of the delivery of electricity by Company or termination of the Agreement upon any authorized grounds shall in no wise operate to relieve Customer of his liability to pay for electricity supplied, nor shall it relieve Customer (1) of his liability for the payment of minimum monthly charges during the period of suspension, nor (2) of his liability for damages, if the Agreement has been terminated, in the amount of (a) the minimum monthly charges which would have been payable during the unexpired term of the Agreement plus (b) the termination charges provided for in paragraph 1(g) above. Whenever the supply of electricity is suspended for any authorized reason, Company will make a charge of \$15.00 for the restoration of service made during the normal business hours of Company or \$15.00 for the restoration of service made during all other hours.

2. CONDITIONS OF SERVICE

- (a) Company is not obligated to supply electricity to Customer unless and until: (1) Company's form of Application for Supply of Electricity is executed by Customer and accepted by Company; (2) in cases where it is necessary to cross private property to deliver electricity to Customer, Customer conveys or causes to be conveyed to Company, without cost to Company, a right of way easement, satisfactory to Company, across such private property for the construction, maintenance, and operation of Company's lines and facilities, necessary to the delivery of electricity by Company to Customer: provided, however, in the absence of a formal conveyance, Company, nevertheless, shall be vested with an easement over Customer's premises authorizing it to do all things necessary to the construction, maintenance, and operation of its lines and facilities for such purpose; (3) any inspection certificates or permits that may be required by law in the local area are furnished to Company.
- (b) If Company installs a substation or other facilities for service to Customer, any available capacity of such facilities not needed to supply Customer may be used by Company to supply others.
- (c) Company may refuse to furnish electric service to any Applicant, or Customer, who at the time is indebted to Company for electric service previously supplied to such Applicant or Customer, or any other member of his household, or business, in any area served by Company.

3. SERVICE CHARGE

When Company first supplies electricity under any applicable metered Schedule, Customer shall pay Company a service charge of \$15.00, except a Landlord Agreement Customer shall pay a service charge of \$9.00, which shall be in addition to all other charges under the Service Agreement. This service charge shall become a part of the first bill rendered thereafter to Customer for electricity supplied at such premises unless it is paid in advance of the rendition of such bill.

4. DEPOSITS

The collection of Customer deposits shall be in accordance with Section 103-331 of the Rules and Regulations Governing Service Supplied by Electric Systems in South Carolina issued by the Public Service Commission of South Carolina.

5. USE OF ELECTRICITY

Electricity shall be supplied directly to Customer by Company and shall be used by Customer only for the purposes specified in, and in accordance with, the Agreement. Electricity supplied by Company shall be for Customer's use only and may not be sold directly on a metered or unmetered basis by Customer to lessees, tenants or others and under no circumstances may Customer or other person or concern install or maintain any meter for the purpose of metering electricity supplied with the object of rendering a bill therefor unless authorized by Company's Schedule attached to and made a part of the Agreement.

A Customer who desires electricity for more than one classification of use on the same premises shall execute a separate Agreement for each separate classification, Customer's wiring being so arranged that electricity for each separate classification can be metered separately. When Customer conducts a business in his residence, for which business electricity is used, Company will supply all electricity through one meter under the Schedule applicable to the classification for his business use, unless Customer's wiring is so arranged that his residential use and his business use can be separately metered, in which event the appropriate Schedule will be applied to each such use.

In the event Customer utilizes a form of load control, such controls shall not cause a demand to be placed on Company's facilities which, in Company's opinion, unreasonably exceeds the integrated metered demand. Company reserves the right to determine the maximum fifteen-minute demand on a rolling time interval rather than the time interval of the metering facility in order to reflect the effect of any such controlled demand. The rolling time interval may or may not coincide with a time interval, if any, being supplied to Customer.

Customer shall not without the written assent of Company connect his installation to lines which cross over or under any public or semi-public space in order to supply electricity purchased through one meter to his adjacent properties. Such written assent may be given only in instances where such adjacent properties are operated as one integral unit under the same name and proprietorship and for carrying on parts of the same business, and where a separate type of business is not involved.

6. CONTRACT DEMAND

- (a) The Contract Demand shall be the kW of demand specified in the Service Agreement. In cases where any change is required in Company's facilities due to the actual demand exceeding the Contract Demand or due to Customer requesting an increase in available capacity, Company may require Customer to execute a new Agreement or amend an existing Agreement, thereby establishing a new Contract Demand. If Company is unable to supply such actual or requested increase, then upon written request, Customer will not exceed the existing Contract Demand or such amount in excess thereof as Company determines it is able to provide.
- (b) If Customer desires to reduce the effective Contract Demand at any time prior to the time the Billing Demand of the applicable Schedule first equals or exceeds the Contract Demand, Company may agree to reduce the Contract Demand to the number of kilowatts specified in writing by Customer provided Customer pays to Company a sum of money equal to the estimated cost (after deducting the then value of usable materials and facilities and the salvage value of nonusable materials and facilities) of installing and removing the existing facilities in place for serving Customer, plus any money spent by Company which would not have been spent if Customer had originally requested the reduced Contract Demand less 10% (20% if Customer is served from Company's distribution system) for each full year such facilities shall have been in service. The agreed upon reduction shall be effective with the beginning of the next ensuing billing period.

The Company reserves the right to reduce its facilities to the capacity adequate to serve the Customer's maximum 15-minute demand of the preceding twelve billing months and to amend the

Service Agreement to such maximum demand. If Customer desires that Company not change its facilities, Company may agree to do so provided Customer executes a Service Agreement for the amount such facilities were installed to serve.

- (c) If Customer increases his load without adequate notice to Company, and without receiving Company's consent, and such unauthorized increase causes loss of or damage to Company's facilities, the cost of making good such loss or repairing such damage shall be paid by Customer.

7. LOW POWER FACTOR ADJUSTMENT

Customer shall at all times maintain a power factor at the point of delivery as nearly 100 percent as practicable; however, if Customer's power factor is found to be less than 85%, Company will increase the monthly bill by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAR) registered or computed by a demand meter suitable for measuring the demands used during any 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

8. BILLING

- (a) Company's meters will be read and bills rendered monthly at regular intervals of approximately 30 days. (By special order of the regulatory agencies bimonthly reading is permitted under certain conditions.)
- (b) If Company is unable to read Customer's meter for any reason, his use may be estimated by Company on the basis of his use during the next preceding billing period for which readings were obtained, unless some unusual condition is known to exist. A bill rendered on the basis of such estimate shall be as valid as if made from actual meter readings.
- (c) The term "Month" or "Monthly" as used in Company's Schedules and Riders refers to the interval transpiring between the previous meter reading date and the current reading date and bills shall be rendered accordingly, except that if the period covered by an initial or final bill or due to rerouting of meter reading schedule is more or less than 28-34 days, the bill will be prorated based on a 30-day billing month.

9. METER STOPPAGE OR ERROR

In the event a meter fails to register accurately within the allowable limits established by the state regulatory body having jurisdiction, Company will adjust the measured usage for the period of time the meter was shown to be in error, not exceeding 60 days, just prior to the removal of such meter from service. Company shall refund or credit to Customer or Customer shall pay to Company the difference between the amount billed and the estimated amount which would have been billed had the meter not exceeded the allowable limits. No part of any minimum service charge shall be refunded.

10. POINT OF DELIVERY

The point of delivery is the point where Company's service conductors are, or are to be, connected to Customer's conductors. Customer shall do all things necessary to bring his service conductors to such point of delivery for connection to the Company's service conductors, and he shall maintain his said conductors in good order at all times. Unless otherwise stipulated in the Agreement, the point of delivery shall be located as follows:

- (a) In cases of a connection of Company's overhead service conductors to Customer's overhead service conductors, such point of delivery shall be on the outside of the wall of Customer's building where Company's service conductors may be conveniently extended and anchored.
- (b) In cases of connection of Company's overhead service conductors to Customer's underground service conductors, such point of delivery shall be at a place on Company's nearest pole approximately one foot below the Company's conductors from which Customer is to be supplied.
- (c) In cases of connection of Company's underground service conductors to Customer's service conductors, such point of delivery shall be at a place on the outside wall of Customer's building to which Company's conductors may be conveniently extended and terminated.
- (d) In cases where a ground type substation is installed by Company to supply electricity to Customer, the point of delivery shall be at a place designated by Company on its substation structure.
- (e) In cases where a service entrance panel box was installed by Company on the exterior of the outside wall of Customer's dwelling for the purpose of supplying electricity under Company's All Electric Residential Service Schedule, the point of delivery shall be the point where Customer's conductors are connected to Company's conductors in such panel box.
- (f) In cases where electric wiring was installed by Company in residences or apartment buildings with service entrances of 400 amperes or larger, by connection from Company's overhead service conductors, for the purpose of supplying electricity under Company's All Electric Residential Service Schedule, the point of delivery shall be the point where Company's conductors are connected to the main switch owned by Customer, or the point where Customer's conductors are connected to the meter trough provided for multiple dwelling units if there is not a main switch for all dwelling units.

Where special circumstances render it impracticable for the point of delivery to be located as above stated, then it shall be at a place selected or approved by Company and when so done the Customer shall bring his service conductors to and maintain them at such place.

11. INSTALLATIONS

- (a) By Company: Company shall install, own, operate, and maintain all lines and equipment located on its side of the point of delivery. It shall also furnish and install the necessary meter, and meter transformers where necessary, for measuring the electricity used, though such meter will usually be located on Customer's side of the point of delivery. When Customer requests

Company to supply electricity to a single premises in a special manner requiring facilities over and above those normally provided by Company, such additional facilities will be provided, if Company finds it practicable, under the following conditions:

- (1) The facilities will be a kind and type normally used by or acceptable to Company and will be installed at a place and in a manner satisfactory to Company.
- (2) Customer will pay to Company a Monthly Facilities Charge of 2.0 percent of the estimated original installed cost and rearrangement cost of all facilities required, including metering, in addition to those Company would have provided, but not less than \$25 per month.
- (3) If Company increases its investment, other than replacement of existing equipment with equipment of equal capacity and kind, in facilities necessary to supply Customer's special electric requirements (including conversion of the primary voltage to a higher voltage), the monthly charge for providing the additional facilities will be adjusted at that time. The Customer may terminate the additional facilities in accordance with the applicable termination provisions or continue the additional facilities under the changed conditions.
- (4) In lieu of the Monthly Facilities Charge of 2.0 percent, Customer may elect to make a contribution for the additional facilities as determined in 11(a)(2) and (3) above. After such payment, the Monthly Facilities Charge for the additional facilities will be 1.0 percent of said payment.
- (5) When Customer desires more than one point of delivery to a single premises at one or more voltages with a meter installation, acceptable to Company, to obtain the total kilowatt-hours and simultaneous kilowatts of demand, Company will furnish such service under the applicable terms and conditions of this Section 11.

Only those points of delivery located external to Customer's plant structure may be included in a totalized metering system arrangement. In case of a primary meter installation, the installed cost of metering equipment will not be included as additional facilities nor will the metering equipment be compensated for line or transformation losses.

- (6) Company shall not be required to make such installation of facilities in addition to those normally provided until Customer has signed such agreements, including provisions for termination, as may be required by Company.
- (b) By Customer: Customer shall install, own, operate and maintain all lines, service conductors, meter bases, and equipment, exclusive of Company's meter and meter transformers on Customer's side of the point of delivery and Customer will be the owner and have exclusive control thereof as well also as of all electricity after it passes the point of delivery. Customer shall so arrange his wiring that all electricity for one type of use can be supplied at one point of delivery and measured by a single meter. Except under special circumstances, Company's meter will be located on Customer's side of the point of delivery, and when it is to be so located Customer must make suitable provisions in his wiring for the convenient installation of the type of meter Company will use, and at a place suitable to Company. Customer's service entrance conductors shall not be installed within hollow walls unless the conductors are in conduit. Service entrance conductors not installed in conduit must be readily visible on the source side of Company's meter. Where a socket-type meter is to be used, Customer will provide, install at a place suitable to Company, own, and maintain a meter base or meter/switch enclosure to accommodate Company's meter under the following conditions: (1) the meter base or meter/switch enclosure shall be in accordance with Company specifications and bear the seal of approval of UL or other recognized authority in the industry, (2) Customer agrees to allow Company to install, maintain, and exercise

exclusive control over all Company-owned facilities located inside Customer-owned meter base or meter/switch enclosure, including termination of Company-owned conductors to the line side terminals of Customer's meter base or meter/switch enclosure, (3) Customer agrees to allow Company to open and inspect the meter base or meter/switch enclosure at any time, and (4) Customer shall notify Company and obtain permission before altering or performing maintenance inside the meter base or metering section of the meter/switch enclosure. Socket-type meter bases furnished by Company prior to January 1, 1991 will continue to be owned by Company until replacement of meter base is necessary, at which time Customer will provide, install at a place suitable to Company, own, and maintain a replacement meter base under the above conditions.

Customer shall not utilize any equipment, appliance, or device which tends to affect adversely Company's supply of service to, or the use of service by, Customer or others. Customer shall not install gaseous discharge lighting with a power factor of less than 90 percent lagging. When polyphase service is supplied by Company, Customer shall control his use so that his load will be maintained in reasonable electrical balance between the phases at the point of delivery. Customer shall install and maintain devices adequate to protect his equipment against irregularities on Company's system, including devices to protect against single phasing.

- (c) Access To Premises: The duly authorized agents of Company shall have the right of ingress and egress to the premises of Customer at all reasonable hours over the same general route as Customer utilizes for the purpose of reading meters, inspecting Company's wiring and apparatus, changing, exchanging, or repairing its property on the premises of Customer and to remove such property at the time of or at any time after suspension of service or termination of Agreement.
- (d) Protection: Customer shall protect Company's wiring and apparatus on Customer's premises and shall permit no one but Company's agents to handle same. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Customer, his employees or agents, the cost of making good such loss or repairing such damage shall be paid by Customer. In cases where Company's service facilities on Customer's premises require abnormal maintenance due to Customer's operation, Customer shall reimburse Company for such abnormal maintenance.

12. CONTINUANCE OF SERVICE AND LIABILITY THEREFORE

Company does not guarantee continuous service but shall use reasonable diligence at all times to provide an uninterrupted supply of electricity and having used reasonable diligence shall not be liable to Customer for damage, for failure in, or for interruptions or suspensions of, the same.

Company reserves the right to suspend service without liability on its part at such times and for such periods and in such manner as it may deem advisable (a) for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities and (b) in cases where, in its opinion, the continuance of service to Customer's premises would endanger persons or property.

In the event of an adverse condition or disturbance on the system of Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, Company may, without incurring liability, interrupt service to customers or areas and take such other action as appears reasonably necessary.

Customer assumes responsibility for and shall indemnify, defend, and save the Company harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage to Customer and his employees on account of defective construction, wiring, or equipment, or improper or careless use of electricity, on Customer's side of the point of delivery.

13. GOVERNMENT RESTRICTIONS

The delivery date, quantity, and type of electricity to be supplied by Company are subject to changes, restrictions, curtailments, or complete suspensions by Company as may be deemed by it to be necessary or advisable (a) on account of any lawful order or regulation of any municipal, State, or Federal government or agency thereof, or order of any court of competent jurisdiction, or (b) on account of any emergency or shortage due to war or catastrophe, or during the duration thereof, all without liability on the part of the Company therefore.

14. COSTS INCURRED IN PREPARING TO SERVE CUSTOMER

If a prospective customer advises Company that he intends to contract for electric service with Company, and Company incurs costs in preparing to furnish service to him, and thereafter he fails to enter into a written Service Agreement with Company within a reasonable time after the date when he advises Company that he expects to begin receiving service, then such prospective customer shall be liable to Company for all costs reasonably incurred by Company in preparing to serve him.

15. SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

16. GENERAL

- (a) Whenever the term "service" or "electric service" is used in these Service Regulations or other portions of the Agreement, it shall be construed to refer to the electricity supplied to Customer.
- (b) The term "Company's service conductors" means Company's wires extending from the point of connection with Company's supply line to the point of delivery.
- (c) The term "Customer's service conductors" shall mean Customer's wires extending from the point of delivery to the switch box or other point where the branch circuits connect for the purpose of distributing the electricity taken from Company to his various places of use.

- (d) The term "service connection" means the connection of Company's service conductors to Customer's service conductors.

Originally effective April 1, 1952
Revised April 1, 1973 to include all amendments
Revised January 15, 1975
Revised August 1, 1978
Revised January 15, 1981
Revised May 1, 1981
Revised June 1, 1982
Revised October 7, 1983
Revised August 26, 1987
Revised August 31, 1988
Revised January 1, 1991
Revised July 15, 1991
Revised March 18, 1994
Revised April 11, 1995
Carolina Power & Light Company

Effective for service rendered on and after April 11, 1995

CERTIFICATE OF SERVICE

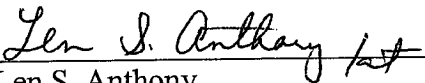
DOCKET NO. 2003-165-E

I, Len S. Anthony of Progress Energy Carolinas, Inc., hereby certify that copies of PEC's Answer and Motion to Dismiss in SCPSC Docket No. 2003-165-E have been served on all parties by depositing said copy in the United States mail, postage prepaid, addressed as follows this 30th day of June, 2003:

Marion L. Andrews
P. O. Box 1813
Darlington, South Carolina 29540

Honorable Gary E. Walsh
Public Service Commission of South Carolina
P. O. Drawer 11649
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